As to the second ground, that the verdict was against evidence, the verdict having been found as we think on improper evidence, it is not necessary, nor, as we conceive, would it be proper for us now to discuss this point.

As to the last ground, that the damages are excessive, as we are now compelled to grant a new trial by reason of the improper admission of evidence, this point does not arise. It is therefore sufficient for us to say that we adhere to the judgment pronounced by us in this cause on a former occasion upon the subject of damages (1 Hannay 297), and the duty of the jury in respect thereto.

As it has come to our knowledge in another cause in this court, that the defendant has died since the verdict, and therefore, as the granting a new trial now, except upon terms, might defeat the ends of justice, we shall refrain from making the rule absolute for a new trial until the next term, in order to afford the plaintiff an opportunity of making any application that he may be advised as to the terms on which the new trial should be granted. On this point we refer to *Griffiths* v. *Williams*, 1 C. & J. 48, and *Freeman* v. *Rosher*, 13 Q. B. 780.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

SUPREME COURT OF KANSAS.[1]
SUPREME COURT OF MAINE.[2]
SUPREME COURT OF MICHIGAN.[3]
SUPREME COURT OF MISSOURI.[4]
SUPREME COURT OF NEW YORK.[5]

BAILMENT.

Pledgee's Liability—Construction of Receipt.—A bank is bound to take ordinary care only of United States bonds pledged to it as collateral security for the payment of a note discounted by the bank: *Jenkins* v. *National Village Bank of Bowdoinham*, 58 Me.

A writing, executed by the cashier, acknowledging the receipt by the bank of certain United States bonds from the maker of a note discounted by the bank, "to be returned to him on the payment of his note in four months, dated May 9th 1866," is not a contract which increases the common-law liability of the bank, even if the cashier had the authority to do so: *Id.*

BANKS AND BANKING. See *Bailment.*

Deposits—Right of Set-Off.—It seems that deposits made with a private banker who carries on a general banking business (such as discount-

[1] From W. C. Webb, Esq., Reporter; to appear in 6 or 7 Kansas Rep.
[2] From W. W. Virgin, Esq., Reporter; to appear in 58 Maine Rep.
[3] From H. K. Clarke, Esq., Reporter; to appear in 20 Mich. Rep.
[4] From C. C. Whittelsey, Esq. late Reporter, to appear in 47 Mo. Rep.
[5] From Hon. O. L. Barbour, Reporter; to appear in vol. 59 of his reports.

ing notes and receiving deposits subject to the call of the depositor), are not to be deemed *due* until demand: *Fort* v. *McCully*, 59 Barb.

If the banker transfers the depositor's notes before demand made of the deposit, the latter, *it seems*, cannot, under the decisions of the courts of this state, enforce a set-off against the holder, either at law or in equity: *Id.*

Where, however, a banker failed and made a general assignment of his property, including the notes of the depositor, whose deposit was not then due, and directed his assignee to pay his debts in the same order and manner in which the estate of a bankrupt is required to be used and applied for the payment of debts proved and allowed under the provisions of the Bankrupt Act, *Held*, that the depositor was entitled to his set-off, and that the assignee could only recover the balance after deducting the deposit: *Id.*

When estopped by Acts and Representations of Officers.—Any language, whether verbal or written, employed by an officer of a banking institution, whose duty it is to know the financial standing and credit of its customers, representing that a check drawn upon it is good and will be paid, *estops* the bank from thereafter denying, as against a *bonâ fide* holder of the check, the want of funds to pay the same. This doctrine should be most rigidly applied as against the banks: *Pope* v. *The Bank of Albion*, 59 Barb.

Experience has shown the necessity of relying upon the representations of the proper officers of the banks, as to the existence of funds to the credit of those drawing checks upon them; and when these representations are made, sound policy requires that the banks shall be held responsible for their truth, and not be at liberty to show their falsity as against *bonâ fide* holders of the checks, who have purchased the same upon the strength of such representations: *Id*

Acceptance of Checks without Funds of Drawer.—Early in February 1866 B. drew his check on the defendant's bank for $3000, payable to himself or order, post-dated March 1st, and procured C., the assistant cashier of the bank, to write, "Accepted, A. J. C., A. Cash.," on its face. The drawer had no funds in the bank at the time, and C. had no authority to certify or accept the check. The check was subsequently endorsed by B. to G. and by G. to the plaintiff. The plaintiff paid full value for the check without actual notice of anything tending to impair its validity. *Held*, that he could recover upon it, of the bank: *Id.*

Right to hold Collection Paper as Collateral against Over-drafts.—The plaintiff delivered to the First National Bank of New Orleans a draft on New York city, and the same was, in the ordinary course of business, sent by that bank to the defendant, its correspondent in New York, for acceptance and collection. The New Orleans bank failed, and its receiver gave the plaintiff an order for the draft on the defendent which it declined to accept, claiming to hold the draft under an agreement with said bank, by which the defendant was to hold all collection-paper as collateral against over-drafts, and alleging that it had parted with money on the faith of such draft. *Held*, that the evidence to show that any specific loan was made on the faith of the draft being wholly

unsatisfactory, the claim of the defendant could not be sustained, and the case fell within the authority of *Lindauer* v. *The Fourth National Bank*, 55 Barb. 75: *Dod* v. *The Fourth National Bank of New York*, 59 Barb.

The decision in *Dickerson* v. *Wason*, 54 Barb. 230, should not be extended to any case not falling within the facts of that case. *Id.*

BILLS AND NOTES. See *Banks.*

Notice of Non-payment — Conditional Acceptance.—When the drawee of a bill of exchange refuses to pay the same at maturity, it is necessary that notice of such non-payment be given to the drawer, or that some showing be made that will excuse such notice. Otherwise the drawer will be released from all liability on such bill of exchange: *Liggett* v. *Weed*, 6 or 7 Kans.

The drawee of a bill of exchange can only be made liable within the terms of his acceptance thereof; and where the acceptance is conditional, he is not liable until the condition is fulfilled. *Id.*

CHATTEL MORTGAGE.

Who may avoid it for Usury.—A chattel mortgage can be avoided for usury by a judgment and execution creditor of the mortgagor: *Carow* v. *Kelly, Sheriff*, 59 Barb.

A person who, like an execution creditor, asserts a lien upon mortgaged property, is not a stranger within the meaning of the rule that the defence of usury is a personal one, and cannot be pleaded by one having neither privity of estate nor of blood with the borrower; that is to say, by a mere stranger. *Id.*

COLLATERAL SECURITY. See *Bailment.*

CONFLICT OF LAWS.

Foreign Contract.—A contract for the payment of money, made and to be executed in a foreign country, would be payable in the lawful money of that country, whether so expressed in the contract or not: *Comstock* v. *Smith*, 20 Mich.

Proof of the foreign law is not necessary to show the value of foreign money. The proof required is similar in kind to that necessary to show the value of chattels in a distant market; such as will enable the jury to express, in our money, the value of the sum shown by the proof to be due in foreign money: *Id.*

CONTRACT. See *Conflict of Laws.*

Goods Sold and Delivered—Notice of Defective Quality.—On May 12th the defendant purchased by sample of the plaintiffs sixty-six barrels of sound beans. On the 24th June the defendant ordered, and on the 26th received from the plaintiffs fifteen barrels of medium beans, and thereupon, for the first time, notified the plaintiffs that fifteen barrels of the former lot were mouldy, and he had ordered the latter lot to replace the mouldy ones, which he then returned. In an action to recover for the latter lot, *Held*, that the latter lot could not be substituted

for the mouldy beans without the assent of the plaintiffs, and that the plaintiff could recover their value on account annexed: *Woodward* v. *Libby*, 58 Me.

DECEIT.

Action for.—An action on the case for deceit will not lie for inducing the plaintiff to convey to the defendant certain real estate in consideration of a loan of a certain sum of money, and a promise on the part of the defendant to execute to the plaintiff a bond for the reconveyance, on payment of the loan, and a refusal to execute the bond after the conveyance: *Long* v. *Woodman*, 58 Me.

DEED.

Construction of—Boundary.—When a line described in a deed as running from a given point, is soon afterwards located and marked upon the face of the earth by the parties, and thereafterwards the line thus established is recognised and treated by them as the true line, it is conclusive upon the parties and their assigns, although it be subsequently ascertained that it varies from the one given in the deed: *Knowles* v. *Toothaker*, 58 Me.

Thus, Henry Smith conveyed to the defendant so much of his land as lay north of a line extending from a given point easterly, and "parallel with the north line of lot No. 9, to the county road," and thereupon, after causing the line to be surveyed, and marked on the face of the earth by stakes and stones and spotted trees, they built thereon a fence, intending it as the division fence, and respectively occupied thereto for six years, when Smith conveyed his remaining land to the plaintiff's grantor, running "to land supposed to be owned by" the defendant, "thence easterly on said" defendant's "south line to the county road:" *Held*, that the clause, "thence easterly on the said defendant's south line," limited the plaintiff's land to the fence, although the real line, as given in the deed, lay some rods north of the fence: *Id.*

Bounding Premises "along the North Line" of an Alley.—M. and wife, being the owners of a piece of land, laid out the same into village lots, and made and filed a map thereof, which embraced an alley, designated thereon as "South alley." They subsequently conveyed three of such lots by their numbers as designated on such map, to the plaintiff, by deeds bounding such lots *along the north line of South alley*, and described them as known and distinguished on a map of village lots, owned by the grantors, by the numbers mentioned in the deeds with the appurtenances. *Held*, that neither the grantors nor those deriving title from them, to the land described as an alley, could enclose it, and exclude the plaintiff and his heirs and assigns from using the alley as a way: *Cox* v. *James*, 59 Barb.

Use of Alley as appurtenant—Reference to Map.—Held, also, that the reference in the conveyances to the map on which the lots conveyed were described, introduced the map into the deeds, and made it a parcel of the deeds; and the grantees were entitled to the use of the alley, along which the lots were described as lying, *as appurtenant to the grant*: *Id.*

Certificate of Acknowledgment—Record.—A deed duly executed and

acknowledged by the husband is admissible to record, notwithstanding the certificate of the acknowledgment by the wife, is defective: *Rayner* v. *Lee*, 20 Mich.

Dower.—A widow's dower, before assignment, is a mere right in action and nothing more: *Id.*

EMINENT DOMAIN. See *Equity.*

Condition Precedent.—Where a city charter provided, that in the opening of streets, a jury might be summoned to assess the compensation, if no agreement could be made with the owner; the attempt to make an agreement is a condition precedent to the exercise of the power of assessing the compensation by a jury: *Leslie* v. *St. Louis*, 47 Mo.

EQUITY. See *Taxation.*

Illegal Taxation.—Where a municipal corporation is about to sell land for failure to pay an assessment which has been illegally levied, equity will interfere by injunction: *Leslie* v. *St. Louis*, 47 Mo.

Jurisdiction—Injunction.—Where upon the face of the proceedings to condemn property for a public use, it appears that the special tribunal is acting without authority; or that its action is in direct conflict with the statute creating it, so that its judgment is manifestly void; a court of equity will not interfere by injunction, unless it be to prevent multiplicity of suits, or the casting a cloud upon the title to land: *Anderson* v. *St. Louis*, 47 Mo.

ERROR.

Special finding of Facts—New Trial.—Where an action has been tried by a court without the intervention of a jury, and the court makes special findings, and the findings seem to be sustained by a preponderance, though not all of the evidence, a reviewing court will not order that the findings be set aside, nor that a new trial be granted: *Carson* v. *Kerr*, 6 or 7 Kans.

ESTOPPEL. See *Banks and Banking; Title.*

Lease.—A lease, with a reservation, which afterwards becomes the subject of an agreement between the lessor and a third party, in which the lessee has no interest, may be admissible in evidence to show the character of that agreement; but it will not operate to bind the lessor by way of estoppel in favor of the third party: *Chope* v. *Lorman*, 20 Mich.

EVIDENCE.

Unexecuted Papers.—A new note and mortgage prepared in pursuance of a previous arrangement, the note bearing a less rate of interest, and the mortgage on a different piece of land, and not received or accepted, cannot be used as evidence of the original debt: *Green* v. *Goble*, 6 or 7 Kans.

EXECUTORS.

Title to Personalty.—Until the executor appointed by will of the deceased has qualified by giving bond and taking out letters testamentary, he has no title to the personalty, and cannot by endorsement transfer a note given to the testator: *Stagg* v. *Green*, 47 Mo.

Highway.

Defect—Notice of.—The law imposes no duty upon any inhabitant of a town, other than a town-officer, who perceives an obstruction on a highway, to remove it as soon as by due diligence he can do it: *Ham* v. *Inhabitants of Wales*, 58 Me.

Hence, in the trial of an action against a town for an injury occasioned by reason of an obstruction suffered to remain on a highway, it is erroneous to instruct the jury that "notice of a defect to any inhabitant of the town, of sufficient intelligence to know and appreciate the danger, and for a sufficient length of time to enable such person, by the use of due diligence to remove it, or to give notice to other inhabitants of the town of its existence, so as to enable them to remove it, if the person, to whom the defect was first known, was not a competent or suitable person to do it, was all the law required:" *Id.*

Husband and Wife. See *Deed.*

Creditor of Husband seeking to hold Land conveyed to Wife.—If the creditor of a husband would hold land conveyed to the wife by a *bonâ fide* grantee of the husband, and paid for out of the property of the husband, he must do it by a bill in equity and not by a levy: *Webster* v. *Folsom*, 58 Me.

And it makes no difference that the husband's conveyance was made with a design, on his part, to defraud his creditors, and that the wife participated in such design, and joined in the deed for the purpose of releasing her right in dower: *Id.*

Injury to Wife's Property—Action for.—A husband cannot, even with his wife's consent, maintain an action in his own name alone, for an injury to his wife's horse occasioned by a defect in a highway, while he, having exclusive possession and control of the horse with the wife's consent, was driving along the road alone: *Green* v. *North Yarmouth*, 58 Me.

Promissory Note—Action on by divorced Wife against former Husband.—A woman, after a divorce *a vinculo*, may maintain an action against her former husband, on a promissory note given by him to her in 1861, during coverture, for money borrowed of and belonging to her: *Webster* v. *Webster*, 58 Me.

Infant.

Infant's Contract—Avoidance of.—When an infant has legally avoided his contract for labor, the rights of the parties thereto are precisely the same as if it had never been made: *Derocher* v. *Continental Mills*, 58 Me.

Thus, where a minor, who agrees to work for a manufacturing corporation six months, at least, and give no less than two weeks' notice before leaving, but does leave before the expiration of the time, and without giving such notice, he is not liable to have the damages occasioned thereby deducted from what he would otherwise be entitled to recover for his labor: *Id.*

A Minor may sue for his own Services.—A minor may maintain an action by his mother and next friend, with her consent, on an express

contract for his services, made on his own account, after the death of his father: *Boynton, pro. ami*, v. *Clay*, 58 Me.

Liability of.—An infant is liable in assumpsit for money stolen, and for the proceeds of property stolen by him, and converted into money: *Shaw* v. *Coffin*, 58 Me.

INSURANCE.

Warranty—Words constituting a—when affected by Usage.—In a policy of insurance on a vessel, the words, "prohibited from the River and Gulf of St. Lawrence between September first and May first," constitute a warranty that the vessel shall not enter those waters within the time mentioned: *Cobb* v. *Lime Rock Fire and Marine Insurance Co.*, 58 Me.

The words are to be construed in their ordinary and popular sense, unless by some known usage of trade they have a different meaning: *Id.*

The usage or the construction given to particular words in Boston, Mass., will not affect a policy of insurance upon a vessel made at Rockland, Maine, containing the same words, unless a similar usage or the same construction is shown to exist in the latter place: *Id.*

JUDGMENT.

Irregular—Collateral Impeachment of.—A judgment rendered by default on a service of a summons made on the return-day is not void, but is valid until set aside or reversed; and such a judgment, though irregular, can be attacked only by the judgment-debtor, or by his legal representatives, and that only in a direct proceeding instituted for that purpose: *Armstrong* v. *Grant*, 6 or 7 Kans.

Judgment—Conclusiveness of.—When an action by trustee process is commenced prior to one by the principal defendant against the trustee, a judgment in the latter action in favor of the trustee is not conclusive upon the plaintiff in the former upon the question of the trustee's discharge: *Webster* v. *Adams*, 58 Me.

Conclusiveness of.—Divorce.—Exceptions.—Upon a libel therefor, in behalf of the wife, alleging constant faithfulness on her part, but extreme cruelty on a day certain, and on divers other days and times since that day, on the part of her husband, to which the respondent pleaded traversing all the allegations therein, the unreversed judgment of a court having jurisdiction of process and parties, adjudicating that "the allegations of said libel being satisfactorily proved," a divorce, *a mensa*, is decreed, is conclusive between the parties, as to their conduct towards each other during the continuance of their matrimonial relation to the date of the judgment: *Slade* v. *Slade*, 58 Me.

The parties to a libel for divorce, *a vinculo*, tried by the presiding justice, at *nisi prius*, are entitled to the right of alleging exceptions to rulings admitting testimony: *Id.*

And a party is not deprived of such right by waiving a previous request for a jury trial: *Id.*

LIMITATIONS, STATUTE OF. See *Title.*

Evidence—Continuous Possession.—The effect of evidence of continuous possession, as the basis of a claim of title, is not diminished by

proof of occasional interruptions in the actual occupancy of the premises; nor by the fact, that at times, they were occupied by persons not distinctly shown to be in under any of the parties in the claimant's chain of title;—there being no proof of any adverse occupancy, nor of any intention of the claimant or his grantors to abandon the possession. It is a just presumption that a tenant merely, is in under the party claiming title: *Raynor* v. *Lee*, 20 Mich.

Proof that a person entered into possession under a contract with a party under whom the claimant holds, it appearing that he never received the deed, and that he had ceased to occupy the premises, is not evidence of possession adverse to the claimant: *Id.*

A tenancy by a party who holds under a written lease may be proved by parol: *Id.*

MANDAMUS.

Where the statute has provided a plain and adequate remedy at law, a writ of *mandamus* will not be granted. Where the statute authorizes the Circuit Court by rule and attachment to require a justice to grant and certify upon appeal, the method prescribed by the statute must be followed: *State, &c., ex rel. Wheeler* v. *McAuliff*, 47 Mo.

NOTICE.

Attachment of Mortgaged Goods—Notice to Officer.—Under Public Laws of 1859, c. 114, § 1, the mortgagee of personal property attached on a writ against the mortgagor, could not commence an action against the attaching officer until forty-eight hours after he had given him a "written notice of his claim, and a statement of the amount actually due to him on the mortgage:" *Nichols* v. *Perry*, 58 Me.

The fact that the officer knew there was such a mortgage on record, and took a bond of indemnity from the attaching creditor, would not excuse the mortgagee's omission to give the statute notice: *Id.*

A written notice to an attaching officer that "there is now actually due me" from the mortgagor "on note and account, exceeding nine hundred dollars," is a sufficient "statement of the amount:" *Id.*

The notice need not allege, in so many words, that the amount stated is "actually and justly due on the mortgage," if it appear from the whole notice: *Id.*

PLEADING.

Common Count for Goods, Wares and Merchandise.—Evidence of the sale of oxen or other animate property is admissible under the common count for goods, wares and merchandise sold and delivered: *Weston* v. *McDowell*, 20 Mich.

RAILROAD.

Common Carrier—Passenger.—When a passenger enters a railway train, and pays the regular fare to be transported from one particular station to another, his contract does not obligate the corporation to furnish him with safe egress and ingress at any intermediate station: *State* v. *Grand Trunk Railway Company*, 58 Me.

And when such train turns out upon a side-track, at an intermediate station, and there stops to await the crossing of another train out of time, and the passenger, not destined to that station, without objection

made or notice given, leaves the car, he thereby does no illegal act, but for the time surrenders his place as a passenger, and takes upon himself the responsibility of his own motions during his absence: *Id.*

When such passenger thus leaves the car, and is on the platform, or near the track when his train is about to start, or the coming train has signalled its approach, the corporation, through its officer or servant, should give reasonable and seasonable notice for such passenger to return to the car, by using proper diligence, caution, and care; and if there be an established signal by the blowing of the whistle for passengers to resume their places in the cars, that should also be given: *Id.*

But if the passenger go out of sight, and out of the reach of the voice which gives the usual loud and distinct notice for all passengers to repair on board, the corporation is not required to go after him: *Id.*

Rights of in Highways—Temporary Obstructions of Streets.—A railroad corporation, whose track is located within the limits of a highway, may load and unload one of its cars while temporarily standing for that purpose in the street, if it be done in such a manner as not unreasonably to interfere with the rights of those having occasion to use the way the ordinary purposes of travel: *Mathews* v. *Kelsey*, 58 Me.

And for the purpose of unloading a car of flour, a merchant, whose store is on the street, may use skids, temporarily elevated above the ground and extending from the car-door, fifty feet to the store, provided there is ample room between the car and the opposite side of the street to accommodate the travel of the street: *Id.*

TAXATION. See *Equity*.

Non-resident Intestate.—The bonds of a corporation of this state, belonging to a non-resident intestate, when the same are held by the ancillary administrator in this state, are within its jurisdiction and subject to taxation, although held merely for the purpose of collection: *State &c. Lee's Administrator* v. *St. Louis Co. Ct.*, 47 Mo.

Payment of Tax, whether voluntary or compulsory.—Where, upon the non-payment by the plaintiff, of a tax assessed against him, proceedings in the nature of proceedings supplementary to execution were instituted by the supervisor of the town before the county judge, pursuant to the statute of 1867 (Laws of 1867, ch. 361), under which he was required by an order of the county judge, to pay to the county treasurer the tax as assessed and levied, with costs; and an execution was directed to be issued therefor, to the sheriff; whereupon the plaintiff, on being served with a copy of the order, paid the amount to the county treasurer; *held*, that such payment was not in a legal sense a *voluntary* payment of the tax: *Bailey* v. *Buell et al., assessors, &c.*, 59 Barb.

Action to recover back an Erroneous Assessment.—*Held*, also, that if the assessment was illegal and unauthorized, there could be no question that the plaintiff had been injured by it; and, in an action brought by him against the assessors, he might recover back the amount he had been compelled to pay by reason of the wrongful assessment: *Id.*

When, in such an action, it is claimed by the defendants that the plaintiff was, in fact and in law, a resident of the town at the time the assessment was made and completed, is a question of fact for the jury to determine: *Id.*

Liability of Assessors for an Erroneous Assessment.—If assessors undertake to assess a person for personal property, who is not a resident of their town, they render themselves liable in an action brought by the person wrongfully assessed for the damages he has sustained in consequence of such illegal assessment: *Id.*

The plaintiff in such an action is not bound to show that he is a taxable inhabitant of some other town or place in order to maintain it, nor could the contrary be shown by way of defence. It is enough for him to show, in such a case, that he was not a resident, and the assessors had no jurisdiction over him: *Id.*

Assessment of Railroad Property—Equitable Interference with Collection of a Tax.—Chapter 124 of the Laws of 1869, or so much of it as provides for the assessment of railroad property by a board of county clerks, and that the entire road shall be assessed as a whole, and apportioned to the different counties, townships, &c., through which the road runs, is not unconstitutional and void: *Missouri River, Fort Scott and Gulf Railroad Co.* v. *Morris, Treasurer of Bourbon County*, 6 or 7 Kans.

Irregularities in the assessment made by the county clerks acting as a board, or acting separately under other statutes, will not render the taxes founded upon such assessment void: *Id.*

A court of equity will not set aside such a tax, nor grant an injunction to restrain its collection, unless its collection would be inequitable and unjust; and the party seeking such a remedy must be prepared to do equity: *Id.*

Tax Title. See *Title.*

Double Assessment.—A sale for taxes for a year in which it is shown the land was twice assessed and the tax once paid, is invalid: *Raynor* v. *Lee*, 20 Mich.

Assessment Roll—Resident and Non-resident Property.—A provision of law which requires that resident and non-resident real estate should be separately assessed must be observed, or the assessment will be invalid; and a sale for unpaid taxes, not thus assessed, will convey no title: *Id.*

Title.

Right of Party to Question.—A person having no title to, or equities in, a tract of land, cannot question the consideration or good faith of one of the conveyances in the chain of title thereto: *Carithers* v. *Weaver*, 6 or 7 Kans.

Neither can one holding simply a tax title thereto: *Id.*

A person leasing land, and by the lease contracting to pay all taxes thereon, cannot acquire a valid tax title on account of taxes due and payable during the continuance of such lease: *Id.*

A tax deed issued under such circumstances is void, and does not start the Statute of Limitations running: *Id.*

A party entitled to redeem certain real estate from sale on execution, prior to the sale, urged the purchaser to purchase, and told him if he bought he should not be disturbed. *Held*, no estoppel: *Id.*

TROVER.

Evidence of Inconsistent Propositions. Demand—Conversion.—Trover cannot be maintained against a bank for United States bonds deposited therein, but which have been either lost or stolen therefrom: *Dearbourn* v. *Union National Bank.* 58 Me.

Demand and refusal will not be sufficient evidence of conversion, when it also appears that the property demanded was not at the time in the possession or control of the person on whom the demand was made, but that it had been previously lost, or stolen, or misdelivered: *Id.*

USURY. See *Chattel Mortgage.*

LIST OF NEW LAW BOOKS.

BUMP.—The Law and Practice of Bankruptcy. By ORLANDO F. BUMP, Register in Bankruptcy, Baltimore. 4th ed. 8vo., pp. 688. New York: Baker, Voorhis & Co. $6.50.

CONNECTICUT.—Reports of Cases in the Supreme Court of Errors. Vol. 36. By JOHN HOOKER. Hartford: Case, Lockwood & Co. Shp. $5.50.

COOLEY.—A Treatise on the Constitutional Limitations which rest upon the Legislative Power of the States of the American Union. By THOMAS M. COOLEY, Chief Justice of Michigan. 2d ed. 8vo. pp. 781. Boston: Little, Brown & Co. Shp. $7.50.

COURT OF CLAIMS.—Reports of Cases decided in the Court of Claims of the United States. By C. C. NOTT and S. H. HUNTINGTON. Vol. 5. Washington: W. H. & O. H. Morrison.

CURTIS.—An Inquiry into the Albany and Susquehanna Litigations in 1869, and Mr. David Dudley Field's Connection therewith. By GEO. TICKNOR CURTIS. Pamph., pp. 125. New York: D. Appleton & Co. 50 cts.

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GILLET.—The Federal Government; Its Officers and their Duties. By RANSOM H. GILLET. 12mo., pp. 444. New York: Woolworth, Ainsworth & Co. Cl. $2.

MARYLAND.—Reports of Cases in the Court of Appeals. Vol. 33. By J. S. STOCKETT. Baltimore: J. Murphy & Son. Shp. $6.

PRESBYTERIAN CHURCH CASE.—The Commonwealth of Pennsylvania *ex rel.* Gordon *v.* Williams, tried in the Supreme Court of Pennsylvania, at Nisi Prius, March 1871. Pamph., pp. 116. Philadelphia: Bourquin & Welsh. $1.

RAM.—A Treatise on Facts as Subjects of Inquiry by a Jury. By JAMES RAM, with Notes by JOHN TOWNSHEND. New York: Baker, Voorhies & Co. Shp. $5.

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